

REMARKS

Claims 1-11, 13 and 15 are pending in this application. By this Amendment, the specification and claim 1 are amended. Claim 1 is amended only to correct a grammatical error and not in response to a substantive rejection. Therefore, the amendment to the claims does not affect the patentability of the application.

Entry of the amendments is proper under 37 CFR §1.116 since the amendments: (a) place the application in condition for allowance for the reasons discussed herein; (b) do not raise any new issue requiring further search and/or consideration; (c) satisfy a requirement of form asserted in the previous Office Action; and (d) place the application in better form for appeal, should an appeal be necessary. Entry of the amendments is thus respectfully requested.

I. Telephone Interview

The courtesies extended to Applicant's representative by Examiner Trieu during the interview held June 2, 2005, are appreciated. The reasons presented at the interview as warranting favorable action are incorporated into the remarks below and constitute Applicant's record of the interview.

II. Specification

The specification is objected to for failing to provide antecedent basis for the claimed subject matter. Specifically, it is alleged that the claim language of "load magnification member" is not recited in the specification. The specification is amended in response to the objection. No new matter is added.

The Office Action further indicates that the drawings should also be revised to indicate the load magnification member. However, as clearly shown in the specification at Fig. 4, reference number 46 identifies the flange which acts as the load magnification member

and reference number 64, shown in Fig. 5, acts as the load magnification member.

Accordingly, no revision of the drawings is included or necessary.

III. Claim Rejections Under 35 U.S.C. §112

Claims 1-11, 13 and 15 are rejected for reciting the plural form of a previously recited claim feature of "the member." As claim 1 is amended in response to the rejection, withdrawal of the rejection of those claims under 35 U.S.C. §112 is respectfully requested.

The claims are also rejected for being indefinite. It is alleged that the phrase "when a load of a predetermined value causes the first and second ring to move relative to one another by a predetermined amount" is indefinite because it is unclear whether it is the predetermined value of the load or the predetermined amount that causes the first and second ring to move relative to one another. As the claim clearly recites when a load of a predetermined value causes the first and second ring to move relative to one another by a predetermined amount, it is clear that it is the load which causes the first and second ring to move relative to one another.

During the telephone interview with Examiner Trieu, it was learned that the Examiner did not understand the meaning of the "predetermined amount" recited in the claims. Specifically, the Examiner failed to understand that the first and second ring move relative to one another by a predetermined amount due to the load on the first and second ring. The Examiner alleged that the claim failed to recite what the predetermined amount refers to, i.e., "an amount of what?" We explained that under dictionary definition, an "amount" is the total of two or more quantities, the sum (American Heritage College Dictionary). We explained that therefore it is the amount of movement of the first and second ring relative to one another. The Examiner then alleged that there was inadequate support for the claim language in the specification. However, the specification provides ample support for such language at pages 3, 7, and in the originally filed claims.

Additionally, use of the word "predetermined" as an adjective to each of the "value" and the "amount" is not unclear or indefinite as the word "predetermined" means "to establish or decide in advance" (New Oxford English Dictionary). Furthermore, use of the term "predetermined" has a longstanding and accepted meaning in patent claim drafting. Thus, use of the term "predetermined" does not render the claim indefinite as it is being used merely as an adjective to each of the nouns "value" and "amount". Accordingly, withdrawal of the rejection of claims 1-11, 13 and 15 is respectfully requested.

IV. Allowable Subject Matter

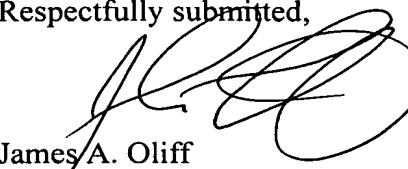
The indication of allowable subject matter in claims 1-11, 13 and 15 is appreciated, they being allowable if rewritten or amended to overcome the rejections under 35 U.S.C. §112, second paragraph. As the claims are amended in response to the rejection under 35 U.S.C. §112 regarding the recitation of the plural form of "member" and the claims clearly recite that it is the predetermined value of the load which causes the first and second ring to move relative to one another, the claims are in condition for allowance.

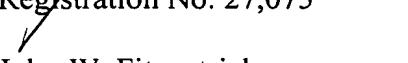
V. Conclusion

In view of the foregoing, it is respectfully submitted that this application is in condition for allowance. Favorable reconsideration and prompt allowance of claims 1-11, 13 and 15 are earnestly solicited.

Should the Examiner believe that anything further would be desirable in order to place this application in even better condition for allowance, the Examiner is invited to contact the undersigned at the telephone number set forth below.

Respectfully submitted,


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